

EXHIBIT A

NVN-084650 Stipulations

Location and Premises

1. The Grantee shall conduct all activities associated with the construction, operation, and termination of the ROW within the Authorized limits of the ROW.
2. The Grantee shall construct, operate, and maintain the facilities, improvements, and structures within this ROW (ROW) grant in strict conformity with any plan of development (POD) that accompanied the application, or information contained in the Application that was approved and made part of the ROW Grant. Any relocation, additional construction, or use that is not in accord with the application or terms and conditions of the lease shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete ROW grant, including all stipulations, attachments, and approved plans of development, shall be made available to the Authorized Officer on the ROW area during construction. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
3. Grant Holder shall protect all survey monuments found within the Right-of-Way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, Grant Holder shall immediately report the incident, in writing, to an Authorized Officer and the respective installing authority if known.
 - a. Where General Land Office or Bureau of Land Management Right-of-Way monuments or references are obliterated during operations, Grant Holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition.
 - b. Grant Holder shall record such survey in the appropriate county and send a copy to an Authorized Officer.
 - c. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

Public Health and Safety

4. A duly authorized officer of the BLM (Authorized Officer) may suspend or terminate in whole or in part this Right-of-Way Grant which has been issued when, in his or her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
5. Grant Holder shall provide the BLM with contact information for its designated representative(s) who shall have the authority to act upon and implement instructions from an Authorized Officer. Grant Holder's representative shall be available for communication with an Authorized Officer within a reasonable time when construction, other surface disturbing activities, or emergencies are underway.
6. Grant Holder shall permit free and unrestricted public access to and upon the Right-of-Way for all lawful purposes.

- a. Grant Holder shall provide for public safety in the Right-of-Way through the implementation of safety management methods and techniques during construction and maintenance activities or at any other time deemed necessary by an Authorized Officer.
- b. Specific areas within the Right-of-Way may be restricted from public access when designated and approved by an Authorized Officer for the purposes of protecting the public, wildlife, livestock or vulnerable improvements.

Fire Prevention/Suppression

7. Grant Holder shall exercise both independently and upon request of an Authorized Officer, all reasonable efforts within its power to prevent and suppress fires on or in the immediate vicinity of the Right-of-Way, including making available such construction and maintenance equipment and forces as may be reasonably obtained for the suppression of fires.
 - a. As determined by an Authorized Officer, fire prevention or suppression operations may be limited or suspended in specific areas.
 - b. Additional measures may be required or imposed by an Authorized Officer to manage or respond to fire danger.
8. During the period of May 1, through October 1, of each year. Lessee should consider using spark arresters on vehicles and equipment in the project area, due to the potential for fire ignition from project related activities. This includes emission of hot carbon particles from diesel powered equipment, improperly equipped or poorly operating exhaust systems on gas powered vehicles and direct contact of wildland fuels with catalytic converters. Individuals, groups, businesses or corporations found responsible for the ignition of a wild fire may be held liable for the costs associated with the suppression of that fire.
9. Report wild-land fires immediately to the Elko Interagency Dispatch Center at (775) 748-4000

Construction

10. Grantee shall remove only the minimum amount of vegetation necessary for the construction of the structures, and facilities. Where possible and if needed, topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation.
11. Grantee shall limit excavation to the areas of construction. All waste material resulting from construction or use of the site by the Grantee shall be removed from the site and disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
12. Construction site shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at any appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
13. Grant Holder shall employ design, material, operation, maintenance, and termination practices that comply with and are in accordance with safe and proven engineering practices.
14. The lessee may not install fence without the consent of the authorized officer. Any fencing plans must be approved by the authorized officer. Damage to existing fences caused by the lessee must be repaired immediately to BLM standards
15. No structure or other physical improvement may be altered or replaced without the written consent of the authorized officer. If allowed, the authorized officer shall specify the period of time allowed for

the removal or modification of such structures. Lessee may be granted additional time for such removal or modification only upon written consent of the authorized officer

Stabilization and Rehabilitation and Noxious Weeds

16. Grant Holder shall be responsible for control of noxious weed species on disturbed areas within the limits of the right-of-way that result or would result from the actions and improvements authorized under the Right-of-Way Grant.
 - a. Approved noxious weed control methods, including the use of mechanical, manual, biological, and chemical controls, are identified in the *Final Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic Environmental Impact Statement* (BLM, June 2007).
 - b. Noxious weeds will be controlled during construction through manual removal and application of an approved chemical weed killer, as needed.
17. Grant Holder shall implement all reasonable measures to prevent the spread of non-native invasive species and noxious weeds into relatively weed-free areas, including but not limited to the following:
 - a. All of Grant Holder's vehicles and equipment shall be cleaned of mud, dirt, and plant parts with high-pressure water spray prior to entering the right-of-way. Cleaning efforts shall concentrate on tracks, feet, or tires, and the undercarriage, with special emphasis on axles, frames, cross members, motor mounts, the underside of running boards, and front bumper/brush guard assemblies.
 - b. Equipment shall be washed at a site or facility with the capacity to gather all removed debris and to properly dispose of solid waste and waste water. The designated cleaning area shall be monitored and treated for weeds.
18. Seeded areas will be monitored annually until successful revegetation has been achieved, to identify areas that may need additional seed application or treatment for noxious weeds.

Historic/Prehistoric

19. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony discovered by the Grantee, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the Authorized Officer by telephone with written confirmation.
 - a. Grant Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by an Authorized Officer. An evaluation of the discovery will be made by an Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.
 - b. For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The Grantee is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Grantee. Operations may resume only upon written authorization to proceed from the Authorized Officer.
 - c. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, the lease Grantee shall stop activities in the immediate vicinity of the discovery and protect the discovery from disturbance for 30 days or until notified to proceed by the Authorized Officer. The Grantee is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Grantee.

20. All cultural resource sites or properties eligible to the National Register of Historic Places (NRHP) will be avoided where possible. NRHP properties which cannot be avoided will be mitigated in conformance with the Memorandum of Agreement between BLM, the Nevada State Historic Preservation Office, the Advisory Council on Historic Preservation and the operator as executed on November 8, 1988.
21. Prior to construction, Grantee will train workers regarding the potential to encounter historic or prehistoric sites and objects, the proper procedures in the event that cultural items are encountered, prohibitions on artifact collection, and prohibitions on disclosing the location of culturally sensitive areas.

Maintenance

22. Grant Holder shall operate and maintain its facilities, improvements, and structures within the Right-of-Way limits in a safe, usable, clean and attractive condition.
23. Grant Holder shall conduct all maintenance activities in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. Grant Holder shall take resource conservation and protection measures on the Right-of-Way as an Authorized Officer deems reasonably necessary.
24. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support maintenance equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to adequately support maintenance equipment.
25. Maintenance and any associated costs will be the responsibility of the Grantee and any other existing or future Grantees associated with the proposed ROW. The Grantee will maintain the ROW in a safe, usable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, blading, ditching, culvert installation and surfacing.

Liability

26. Grant Holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this Grant.
27. Grant Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substances or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq. or the Resource Conservation and Recovery Act, 42 U.S. C. 6901 et. seq.) on the permit area (unless the release or threatened release is wholly unrelated to the Right-of-Way Grantee's activity on the Right-of-Way). This agreement applies without regard to whether a release is caused by Grant Holder, its agent, or unrelated third parties.

Compliance with Applicable Law

28. Grant Holder shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, Grant Holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any

toxic substances shall be furnished to an Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

29. Grant Holder shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, Grant Holder agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the Right-of-Way), the United States against any liability arising from Grant Holder's use or occupancy of the Right-of-Way, regardless of whether Grant Holder has actually developed or caused development to occur on the Right-of-Way, from the time of the issuance of this Right-of-Way to Grant Holder, and during the term of this Right-of-Way. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by Grant Holder, its agents, contractors, or third parties. If the liability is caused by third parties, Grant Holder will pursue legal remedies against such third parties as if Grant Holder were the fee owner of the Right-of-Way. Notwithstanding any limits to Grant Holder's ability to indemnify and hold harmless the United States which may exist under state law, Grant Holder agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from Grant Holder's use or occupancy of the Right-of-Way regardless of whether Grant Holder has actually developed or caused development to occur on the Right-of-Way from the time of the issuance of this Right-of-Way to Grant Holder and during the term of this Right-of-Way.
30. In the event that the public land underlying this Right-of-Way Grant, or a portion thereof, is conveyed out of Federal ownership and administration of the Right-of-Way or the land underlying the Right-of-Way is not being reserved to the United States in the patent/deed and/or the Right-of-Way is not within a Right-of-Way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the Right-of-Way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the Patentee/Grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the Right-of-Way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the Right-of-Way shall be considered a civil matter between the Patentee/Grantee and the Right-of-Way Grantee.
31. Grant Holder, by accepting this Right-of-Way Grant, further agrees and consents to comply with and be bound by the following terms and conditions:
 - a. To the extent practicable, all Federal and State laws applicable to an Authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the Grant.
 - b. That in operation, maintenance, and termination of an Authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, or national origin and all subcontracts shall include an identical provision.
 - c. Grant Holder of this Right-of-Way Grant or their successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

32. The Authorized Officer reserves the right to grant additional ROWs or permits for compatible use on, over, under, or adjacent to the land involved in this grant.

Termination

1. Prior to termination of the right-of-way, the lessee shall contact the authorized officer 180 days prior to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant. If the grant is to be renewed an application for renewal must be received 180 days prior to the expiration of the grant.